

H-1 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- A. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site (hereinafter referred to as Site Stabilization Agreement), which is referenced in this clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A. The Site Stabilization Agreement can be found as Attachment 1 to this Clause.
- B. This clause applies to employees performing work, under contracts (or subcontracts thereunder) administered by the U.S. Department of Energy, Richland Operations Office (DOE-RL) which are subject to the *Davis-Bacon Act*, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- C. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- D. Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph C. above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the CONTRACTOR, to the following provisions of the Agreement:
- (1) Article VII Employment, Section 2 only
 - (2) Article XII Non-Signatory Contractor Requirements
 - (3) Article XIII Hours of Work, Shifts, and Overtime
 - (4) Article XIV Holidays
 - (5) Article XV Wage Scales and Fringe Benefits, Sections 1 and 2 only
 - (6) Article XVII Payment of Wages - Checking In & Out, Section 3 only
 - (7) Article XX General Working Conditions
 - (8) Article XXI Safety and Health
- E. The SUBCONTRACTOR agrees to make no contributions in connection with this Subcontract to Industry Promotion Funds, or similar funds, except with the prior approval of the CONTRACTOR.
- F. The obligation of the SUBCONTRACTOR and its lower-tier subcontractors to pay fringe benefits shall be discharged by making payments required by this Subcontract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-23g), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1,5).
- G. The CONTRACTOR may, from time to time, direct the SUBCONTRACTOR to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including Appendix A, may be modified by the parties thereto from time to time. "SUBCONTRACTOR shall not be entitled to any change in Subcontract Price due to any such change in wages, fringe benefits, or other employee compensation during the term of this Subcontract."
- H.
- (1) In the event of failure to comply with paragraphs C., D., E., F., and G. above, or failure to perform any of the obligation imposed upon the Subcontractor and its subcontractors hereunder, the CONTRACTOR may withhold any payments due to the Subcontractor and may terminate the Subcontract for default.
 - (2) The right and remedies of the OWNER and CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies of the OWNER and CONTRACTOR provided by law or under this Subcontract.
- I. The requirements of this clause are in addition to, and shall not relieve the Subcontractor of, any obligation, imposed by other clauses of this Subcontract, including those entitled *Davis-Bacon Act*, *Contract Work Hours and Safety Standards Act* - Overtime Compensation, Payrolls and Basic Records,

H-1 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT (Cont'd)

Compliance with Copeland Act Requirements, Withholding of Funds, and Contract Termination -Debarment.

The SUBCONTRACTOR agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of Work subject to this clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such Work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which Work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs C., D., E., F., and G. hereof. The SUBCONTRACTOR agrees to make these records available for inspection by the CONTRACTOR and OWNER and will permit him to interview employees during working hours on the job.

- K. The SUBCONTRACTOR agrees to insert the provisions of this clause, including this paragraph K., in all subcontracts for the performance of Work subject to the *Davis-Bacon Act*.

SITE STABILIZATION AGREEMENT

FOR ALL CONSTRUCTION WORK

FOR THE

U. S. DEPARTMENT OF ENERGY

AT THE

HANFORD SITE

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DETERMINATION PURSUANT TO THE ACT OF AUGUST 28, 1958,

72 STAT 972 PUBLIC LAW 85-804 (50 U.S.C. 1431-35)

WHEREAS, a construction site labor agreement entitled "Site Stabilization Agreement For All Construction Work for the U.S. Department of Energy At The Hanford Site", applicable to all construction activities carried out for and administered by the Richland Operations Office (RL) of the United States Department of Energy (DOE) on the DOE's Hanford Site located at Richland, Washington, has been executed by J.A. Jones Construction Services Company and Morrison-Knudsen Company. Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and.

WHEREAS, DOE has concluded that adherence to certain conditions of employment set forth in the aforementioned labor agreement (including, where applicable, the requirement set forth in that agreement to become a Party Signatory) by all contractors and subcontractors performing work, under contracts and subcontracts which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, will promote stability, efficiency, and economy of performance of contracts and subcontracts which directly affect the national defense: and.

WHEREAS, prompt, orderly, and economic performance of such work may be seriously impeded by failure to require adherence to the contract clause attached hereto as Attachment No. 1 and by reference made a part of this Determination:

Therefore, pursuant to authority of Public Law 85-804 vested in the Secretary of DOE, by Executive Order 10789 of November 14, 1958. as amended, it is determined necessary in order to facilitate the national defense to include a clause in all DOE-RL contracts, and subcontracts thereunder, and amendments and modifications thereof, which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, requiring that contractors and subcontractors shall adhere to certain conditions of employment as set forth in the contract clause attached hereto as Attachment I and by this reference made a part of this Determination.

The Manager, RL, is authorized (1) to modify Attachment I from time to time and (2). to direct contractors to pay amounts for wages, fringe benefits, and other employee compensation as the aforementioned labor agreement, including its Appendix A, may be modified by agreement of the parties from time to time.

(Original signed by D. P. Hodel)

January 16. 1985

DATE

SECRETARY OF ENERGY

Attachment:
Contract Clause

- (a) The Site Stabilization Agreement For All Construction Work for the U.S. Department of Energy (DOE) At The Hanford Site, (hereinafter referred to as “Site Stabilization Agreement”), which is referenced in this Attachment I and attached hereto, consists of a Basic Agreement plus Appendix A dated September 10, 1984, signed by J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., The Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
- (b) This Attachment I applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with the Local Union having jurisdiction over DOE-RL construction work performed at the Hanford site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph(c) above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:

| | | |
|-----|--------------|--|
| (1) | Article VII | Employment, <u>Section 2</u> only |
| (2) | Article XII | Non-Signatory Contractor Requirements |
| (3) | Article XIII | Hours of Work, Shifts, and Overtime |
| (4) | Article XIV | Holidays |
| (5) | Article XV | Wage Scales and Fringe Benefits, <u>Sections 1 and 2</u> only |
| (6) | Article XVII | Payment of Wages - Checking In & Out, Section 3 only |

- (7) Article XX General Working Conditions
- (8) Article XXI Safety and Health

ATTACHMENT I

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- (e) The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Office.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor relations in implementation thereof (29 CFR, Parts 1, 5).
- (g) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A. may be modified by the parties thereto from time to time.
- (h)
 - (1) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting officer may withhold any payments due to the Contractor and may terminate the Contract for default.
 - (2) The rights and remedies of the Government provided in this Attachment I shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this Attachment I are in addition to. and shall not relieve the Contractor of any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act - Overtime Compensation", "Payrolls and Basic Records", "Compliance with Copeland Act Requirements", "Withholding", and "Contract Termination; Debarment".
- (j) the Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Attachment I, and to preserve such records during the course of work subject to the Attachment I, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him to interview employees during working hours on the job.
- (k) The Contractor agrees to insert the provisions of the Attachment I, including this paragraph (k), in all subcontracts for the performance of work subject to the Davis-Bacon Act administered by DOE-RL at the DOE's Hanford Site.

SITE STABILIZATION AGREEMENT

HANFORD SITE

THIS AGREEMENT made and entered into this 10th day of September, 1984, by and between J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc. and other contractors and subcontractors who shall become signatory to this AGREEMENT hereinafter referred to as EMPLOYERS, performing construction work for the Department of Energy, or successor agency, hereinafter called OWNER, on the Hanford Site and the Building and Construction Trades Department of the AFL-CIO and the International Unions affiliated therewith signatory hereto and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter collectively called UNIONS.

ARTICLE I

PURPOSE

The parties to this AGREEMENT recognize that the work covered by this AGREEMENT is specialized and unique construction requiring long periods of time, large scale capital outlays, exacting construction and performance standards including protection of the health and safety of the public and employees and a need for high labor skills for many operations and complex managerial organizations. The careful planning and scheduling of work operations can make a major contribution in this circumstance to cost reduction and more rapid job completion. The parties further recognize the national importance of nuclear energy in assuring adequate supplies of energy for economic growth and national defense, the creation of job opportunities, and for a greater degree of energy independence in the national interest. The parties believe that this AGREEMENT constitutes a vital contribution to the achievement of the objectives of national defense and a national energy policy.

It has been determined necessary, pursuant to the authority of Public Law 85-804, to facilitate such national defense and national interest to include a clause in OWNER contracts and subcontracts thereunder and the amendments and modifications thereof, for the performance of work under contracts and subcontracts which are subject to the Davis-Bacon Act within the Territory requiring such contractors and subcontractors to abide by the monetary provisions of this AGREEMENT.

The purposes of this AGREEMENT are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to provide uniformly standard working conditions for the efficient prosecution of the construction work, to prevent avoidable delays and expense and generally to encourage a spirit of helpful cooperation between the EMPLOYER and the UNION to the mutual advantage of the parties and the public.

ARTICLE II

SCOPE

Section 1. This AGREEMENT shall apply to all of the OWNER'S construction work performed by the EMPLOYERS within that territory known and referred to as "The Hanford Site" in Benton and Franklin Counties, Washington, the Boundaries of which are defined as follows:

That area located within the perimeter fence (except for the right-of-way of State Highway 240) surrounding the land under the jurisdiction of the Department of Energy: and the 700 (DOE only), 1100, and 3000 areas and other lands outside the fenced area that are or come under the jurisdiction of the Department of Energy.

Section 2. This AGREEMENT shall not apply to work of the EMPLOYER being performed under the terms of the National Tank Manufacturer's Agreement, the Stack Agreement and the Cooling Tower Agreement.

This AGREEMENT shall not apply to the following:

- (A) Executives, engineers, superintendents, assistant superintendents, inspectors, QC, NDT, technical engineers, timekeepers, messengers, clerical office workers, guards, confidential employees, or any employees above general foreman.
- (B) Testing or inspection of equipment apparatus or systems of the OWNER, after such OWNER'S acceptance of and physical possession of such equipment apparatus, system, facility or component.
- (C) The deliveries of equipment, apparatus, machinery and construction material to the site of construction shall not come within the scope of this AGREEMENT until such equipment, apparatus, machinery and construction material is placed in possession and control of the EMPLOYER.

Section 3. In the event of a conflict between any provisions of this AGREEMENT and those existing in any other AGREEMENT, the terms of this AGREEMENT shall apply.

ARTICLE III

RECOGNITION

The EMPLOYER recognizes and acknowledges the UNION as the exclusive bargaining representative of all construction craft employees performing work

covered by this AGREEMENT with respect to wages, hours and all other terms and conditions of employment.

ARTICLE IV

BARGAINING AGENT

Section 1. The EMPLOYERS are the principals and do not act as the agent of or bind the OWNER for any purpose relating to or arising out of the terms and conditions hereof. Each UNION signatory hereto agrees that it will confer and negotiate only with the EMPLOYERS or their duly authorized representatives on all matters in the administration, interpretation, and enforcement of the terms of this AGREEMENT.

Section 2. In the event of any violation of the terms of this AGREEMENT, the responsible and authorized representative of the UNIONS signatory hereto, or EMPLOYER, as the case may be, shall promptly take such affirmative action as is within their power immediately to correct and terminate the violation.

Section 3. It is further agreed that the liability of EMPLOYERS shall be several and not joint, and the liability of the UNIONS who accept, adopt or sign this AGREEMENT shall be several and not joint.

ARTICLE V

ADMINISTRATION OF AGREEMENT

Section 1. The parties to this AGREEMENT shall establish a Hanford Administrative Committee consisting of EMPLOYER members and UNION members.

Section 2. The Hanford Administrative Committee shall meet as required to review the operation of this AGREEMENT.

Section 3. The procedures of operation and areas of responsibility of the Committee shall be determined by the Committee.

ARTICLE VI

MANAGEMENT RIGHTS

The EMPLOYER retains full and exclusive authority for the management of its operations. The EMPLOYER shall direct his working force at his sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge. No rules, customs, or practices shall be permitted or

observed which limit or restrict production, or limit or restrict the working efforts of employees. The EMPLOYER shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitation or restriction upon the choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated or preassembled materials, tools, or other labor- saving devices. In the fabrication of preengineered equipment and preassembled items, the EMPLOYER may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft customarily having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualification may participate in the installation, check-out or testing of specialized or unusual equipment or facilities.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The EMPLOYER, therefore, retains all legal rights not specifically covered by this AGREEMENT.

ARTICLE VII

EMPLOYMENT

Section 1.

The EMPLOYER acknowledges the UNION'S proficiency in the employment process, characterized by the maintenance of and ready access to a skilled manpower pool through its local, regional and national recruitment network. The UNIONS acknowledge the EMPLOYER'S right and unshared legal responsibility for the hiring of his employees. It is the intent, therefore, of all the parties to establish the following employment procedure in view of the aforementioned acknowledgments.

Section 2.

The UNIONS and EMPLOYERS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental handicap or disabled or Vietnam-era veteran status or any other basis recognized by law.

Section 3.

(A) EMPLOYERS performing construction work on the Site described in this AGREEMENT shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the UNIONS signatory hereto when such procedures are not in violation of Federal law. The EMPLOYER shall have the right to reject any application referred by the UNION.

(B) The EMPLOYER shall have the unqualified right to select and hire key

personnel such as welders and those possessing special skills and the UNIONS agree to refer the requested individuals subject to legal hiring hall provisions.

(C) In the event referral facilities maintained by the UNIONS are unable to fill the requisition of an EMPLOYER for employees within a forty-eight (48) hours period after such requisition is made by the EMPLOYER (Saturday, Sunday and holidays excepted); the EMPLOYER shall be free to obtain workmen from any source.

(D) The UNION represents that its local UNIONS administer and control their referrals, and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of UNION membership, policies or requirements.

(E) The UNIONS shall not knowingly refer employees currently employed by the EMPLOYER to other employment.

(F) The UNIONS shall exert their utmost efforts, including requesting assistance from other local UNIONS, to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the EMPLOYERS.

(G) The UNIONS agree to hold the EMPLOYERS harmless for any liability arising out of the improper administration by the UNION of the referral procedure.

ARTICLE VIII

UNION SECURITY

Section 1. All employees covered by this AGREEMENT and coming under the jurisdiction of the UNIONS as set forth in the Recognition Clause, Article III, shall, as a condition of employment, become members of the appropriate UNION within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this AGREEMENT. "Good Standing" for the purpose of the AGREEMENT is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership. When an employee fails to tender to an authorized agent of the UNION, such initiation fees or periodic union dues as are required for good standing membership, the EMPLOYER will, upon written request from the UNION, dismiss the employee at the close of shift during which said written request is furnished by the UNION to the EMPLOYER. Such written request from the UNION shall certify the delinquent employee's account with

the UNION and shall be furnished by the UNION, one copy to be mailed or delivered to the project superintendent of the EMPLOYER, and one copy to the delinquent employee.

Section 2. Upon request by the UNION for the duration of any specific job, the EMPLOYER will notify the UNION as soon as possible, but within seven (7) days of the date of hire, of the names, addresses and date off hire of any newly employed employees covered by this AGREEMENT who were not referred by the UNION.

ARTICLE IA

UNION REPRESENTATION

Section 1. Authorized representatives of the UNIONS shall have access to the project provided they do not unnecessarily interfere with the work of the employees and further provided that such representatives fully comply with the visitor, safety and security rules established for the particular project:

Section 2. Each of the UNIONS signatory hereto shall have the right to designate a working journeyman as steward for each EMPLOYER and the steward shall be recognized as the UNION's representative. Such designated steward shall be a qualified workman assigned to the crew and shall perform the work of the craft. If qualified, the steward shall be the last journeyman on the project. The steward shall not perform supervisory duties of that craft. Under no circumstances shall there be a non-working steward.

Section 3. The working steward will not be entitled to any preferential treatment by the EMPLOYER and will be subject to discipline to the same extent as other employees provided, however, that the UNION office shall be notified prior to the discharge. Should a steward be discharged, the UNION may appoint a replacement but work shall continue without disruption.

Section 4. Each steward shall be concerned with the employees of the steward's EMPLOYER and not with the employees of any other EMPLOYER.

On projects where the OWNER'S personnel may be working in close proximity of the construction activities the UNIONS agree that under any and all conditions UNION representatives, stewards and individual workmen will not interfere in any manner with the OWNER's personnel or with the work which is being performed by the OWNER'S personnel.

ARTICLE X

SUBCONTRACTING

Section 1. A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction work to be done at the site of the construction, alteration, painting or repair of a building, structure or other OWNER contract or subcontract work for a signatory contractor at the site of construction under contract with a signatory contractor.

Section 2. A signatory EMPLOYER shall not subcontract or otherwise transfer in whole or in part any construction work covered by this AGREEMENT to be done at the site of the construction, alteration, painting or

repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this AGREEMENT.

Section 3. The furnishing of materials, supplies, or equipment and the delivery thereof shall in no case be considered subcontracting.

Section 4. For procurements under the control of the EMPLOYER, fabrication provisions of the appropriate National craft agreements will be recognized. The OWNER may purchase equipment and materials from any source without any restriction and the UNION will install the equipment and materials in an efficient, workman-like manner.

Section 5. Specialized or leased equipment, such as computers and the like, and/or secret processing equipment may be installed and/or serviced by individuals not covered by this AGREEMENT. Warranty service on this equipment may be performed by the vendor's personnel.

Section 6. The EMPLOYER shall require each subcontractor to hold a pre-job conference with the UNIONS before the commencement of any work on the site.

ARTICLE XI

SIGNATURE REQUIREMENTS

Section 1. The AGREEMENT represents the complete understanding of the parties, and any EMPLOYERS and their subcontractors at any tier shall not be required to sign any other agreement with the UNIONS or any other UNION insofar as the construction work on this site is concerned. The provisions of this AGREEMENT, including Appendix A, shall in every instance apply to and control construction at the Site and take precedence over provisions of local or national agreements which may conflict with the terms of this AGREEMENT except as provided in ARTICLE II.

Section 2. Any EMPLOYER or his subcontractor at any tier who is a party to agreement(s) for construction work with a local UNION having jurisdiction over work being contracted under this AGREEMENT, or a party to a national labor agreement for such construction work shall become signatory to this AGREEMENT for all work covered in such contracts or subcontracts. Provisions will be made for any such EMPLOYER or Subcontractor at any tier to sign and fully comply with this AGREEMENT for all work covered by its contract or subcontracts performed at the site of construction on the project, provided that this AGREEMENT shall apply to this site only.

Section 3. If any EMPLOYER or his Subcontractor at any tier who

is signatory to this Agreement subcontracts the performance of any work, written provision shall be made within the subcontract for compliance by the Subcontractor with all of the terms and provisions of this AGREEMENT. In conformity with such obligation, any EMPLOYER or subcontractor shall indicate his acceptance of the terms and conditions of this AGREEMENT as governing work on this site by signing the Employers Signature Sheet provided for this purpose and delivering a copy thereof to the Hanford Administrative Committee and to the UNIONS prior to his commencement of any work on the project.

Section 4. The UNIONS agree that the provisions, conditions and benefits hereof shall be extended to all EMPLOYERS and subcontractors at any tier insofar as work on this site is concerned, provided only that such contractors or subcontractors shall become signatory to this AGREEMENT.

Section 5. Any EMPLOYER, subcontractor, or UNION who becomes a party to this AGREEMENT as provided above shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this AGREEMENT by him, and shall not have any imputed responsibility or liability for any breach of any EMPLOYER or UNION. Any alleged breach of this AGREEMENT by any other EMPLOYER, subcontractor, or UNION or any dispute between a UNION and any EMPLOYER, any subcontractor or other UNION respecting compliance with the terms herein shall not affect the rights, responsibilities, obligations, and duties between the UNION. EMPLOYERS or subcontractors at any tier who are party to this AGREEMENT.

Section 6. Because of the nature of the Site, it is necessary that all Federal Labor Laws and Regulations, Executive Orders, Public Laws applicable to such construction contracts for the OWNER shall apply to this Site and are paramount to the terms and conditions hereof.

ARTICLE XII

NON-SIGNATORY CONTRACTORS REQUIREMENTS

Nothing in this AGREEMENT shall be construed to limit the OWNER'S right to select the lowest qualified bidder for purposes of awarding construction contracts or material purchase orders on the Site and the right of refusal remains solely with the OWNER. If such award is to a Contractor which is not signatory to a union agreement covering such work, then such Contractor and his Subcontractors shall not be obligated to become signatory to this AGREEMENT.

Nothing herein shall be construed to limit the right of the UNION to engage in lawful organizational efforts to organize the employees of non-signatory contractors or subcontractors.

Subcontractors signatory to an existing union agreement covering work under a contract with a non-signatory contractor will be required to execute this AGREEMENT in accordance with ARTICLE XI, SIGNATURE REQUIREMENTS. It is acknowledged, however, that the OWNER shall make provision in contracts with non-signatory contractors which are subject to the Davis-Bacon Act at the Site, to pay to or for the account of their employees in the classifications, herein set forth, not less than wages and other compensation including but not limited to fringe benefits, travel pay, overtime premiums, and shift premiums, as provided by this AGREEMENT. The obligation of such Contractor or his Subcontractor to pay fringe benefits shall be governed by making the payments in accordance with the provisions in the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349, 78 Stat. 238-239) in the Department of Labor Regulations and implementation thereof (29 CFR, Parts 1, 5), but shall not limit his obligation to provide other compensation as provided above. The OWNER shall, from time to time, direct all Contractors and Subcontractors on the work subject to the Davis-Bacon Act at the Site, to pay amounts for wages or other compensation as this AGREEMENT may be modified from time to time.

ARTICLE XIII

HOURS OF WORK, SHIFTS AND OVERTIME

Section 1. The standard work day shall consist of eight (8) hours of work between 7:00 AM and 5:30 PM with one-half hour designated as an unpaid period for lunch, which may be taken between the hours of 11:00 AM, and 1:30 PM but not to exceed five (5) hours from the start of the shift. In the event an employee goes beyond five (5) hours without lunch, he shall receive one half hours pay at the overtime rate in addition to regular shift pay.

The standard work week shall be five (5) consecutive days commencing with the day shift on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day, or forty (40) hours of work .per week.

Section 2. Shift Work

Shifts may be established when considered necessary by the EMPLOYER.

(A) Shift hours and rates will be as follows:

First Shift (day shift) - Eight (8) hours pay for eight (8) hours work, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 AM and 5:30 PM.

Second Shift (swing shift) - Eight (8) hours pay for seven and one-half (7 1/2) hours work, plus one-half (1/2) hour unpaid

lunch period. The second shift shall be worked between the hours of 3:30 PM and 1:30 AM.

Third Shift (graveyard shift) - Eight (8) hours pay for seven (7) hours work, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 11:30 PM and 9:00 AM

- (B) Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked they shall be included in the five (5) day minimum period. It is understood that the third shift on Friday must end on a calendar Saturday morning.
- (C) The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hours.
- (D) If only two shifts are to be worked, the EMPLOYER may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.
- (E) When special conditions warrant, swing and/or graveyard shifts may be worked even though no day and/or swing shift is worked. Normal shift premiums apply.

Section 3. Overtime

All work performed in excess of the standard work day, Monday through Friday, and all work performed on Saturday shall be at the rate of time and one-half the basic straight time hourly wage rate. All work performed on Sundays and holidays shall be paid at twice the basic straight time hourly wage rate. There shall be no duplication or pyramiding of overtime and/or premium pay.

Section 4. Reporting Pay

When an employee reports for work at the time and place specified by the EMPLOYER and he is not put to work or he works less than two hours, he shall be paid for two hours at the applicable straight time rate of pay. If after working two hours he is prevented from working a full eight hours he shall be paid for actual hours worked. It is the intent of this section that an employee who shows up for work shall be paid at least two hours of a shift, except when he has been notified, at the EMPLOYER'S expense, not to report either by direct contact by the EMPLOYER or by the method determined by the Hanford Administrative Committee. When the proper notice is given and the employee reports, he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord he will be paid for actual hours worked. If an employee reports to work in a condition unable to work he will not be eligible for reporting pay.

Section 5. Special Processing Time

The EMPLOYER shall not pay for time spent preparing necessary forms to obtain a security clearance. However, a reasonable time will be allowed each employee for initial security check-in at time of initial hire or rehire.

Section 6. Option for Ten Hour Shift

The EMPLOYER may, at his option, establish a first and/or a second shift consisting of ten (10) hours of work, exclusive of a one-half (1/2) hour non-paid lunch period per day. The first eight (8) hours of work on these shifts shall be paid for at the basic straight time hourly wage rate. The last two (2) hours of work shall be paid for at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

Section 7. Alternating 4 ten-hour Shift Operation

Under this operation the day shift manual work force is organized into two teams. The "A" team works 4 consecutive 10 hour days. On the fifth day of the "B" team continue to work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue to construction activities. The 4-day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. Appendix B further illustrates the application of these provisions. If two shifts are established, they shall be consecutive.

In this arrangement the normal work day for all employees will be ten (.10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period.

On A and B team operation, the first eight (8) hours shall be paid at the straight time rate. The ninth (9) and tenth (10) hours shall be paid at one and one half (1 1/2) time the straight time rate.

The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement the day shift shall be worked between the hours of 8:00 AM and 6:30 PM, as described above.

Those General Foremen and selected Foremen who are directed to report to

work the day before the first day of the four day work cycle to complete preparations for their team’s scheduled work activities shall work 8 hours on that day and be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

If, for any reason, journeymen are directed to report to work the day before the first day of the four day work cycle, they shall be paid at the rate of time and on-half (1 1/2) the basic straight time hourly wage rage.

Those directed to work the day after completion of their four-day shift shall be paid at the rate of two (2) times the basic straight time hourly wage rate.

The first ten (10) hours of work performed on Sundays shall be paid at time and one-half (1 1/2) the basic straight time hourly wage rate. After ten (10) hours of work, the rate shall be two (2) times the basic straight time hourly wage rate.

Changing from one alternating shift to another will not be permitted without a minimum of two consecutive non-working days prior to transferring to the other alternating shift.

ARTICLE XIV

HOLIDAYS

Holidays recognized under this AGREEMENT shall be as follows:

- | | |
|--------------|-------------------------------|
| New Years | Thanksgiving |
| Memorial Day | Friday following Thanksgiving |
| July Fourth | Christmas Day |
| Labor Day | |

Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property.

ARTICLE XV

WAGE SCALES, FRINGE BENEFITS,
AND DUES CHECK OFF

Section 1.

- (A) Appendix A shall incorporate herein those wage rates, fringe benefits and apprentice contributions, of the local area collective bargaining agreements specifically agreed to and contained therein as of July 1, 1984, except that wage premiums such as those based on height or depth of work, type of work or material, mask pay, special skills, etc., shall not be paid. The combined amount of the wage rates, fringe benefits and apprentice contributions will remain in effect through June 30, 1985. No other provisions in the local area collective bargaining agreement shall be considered part of this AGREEMENT or binding on the EMPLOYER or UNION on this site.
- (B) Future wage rates, fringe benefits and apprentice contributions shall be reviewed by the Hanford Administrative Committee sixty (60) days prior to June 30, 1985 and from year to year thereafter. There shall be no strike, walkout, slowdown, picketing, sympathy strike, or no lock-out or shut-down of any nature whatsoever during the life of this Agreement over wage and benefit disputes.
- (C) Maintenance of Benefits: Should the Trustees of the established trust funds find it necessary to adjust fringe benefit fund contributions in order to maintain, current benefits, the Hanford Administrative Committee shall review such adjustments and determine their applicability to this Agreement.

Section 2.

- (A) When the EMPLOYER contributes fringe benefit payments into local, regional or national trust funds, the EMPLOYER agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto. The EMPLOYER further agrees to accept as its representatives in the administration of such funds, the employer trustees serving such funds. Furthermore, the EMPLOYER and UNION may establish other trust funds by mutual agreement when necessary.
- (B) Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail. In the case of shift work, compensable hours shall apply.
- (C) Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits for the purpose of this AGREEMENT and need not be paid by the EMPLOYER.

Section 3. DUES CHECK-OFF. Upon presentation of a proper authorization form executed by the individual employee, the EMPLOYER agrees to

deduct UNION dues and remit same to the UNION in accordance with applicable laws. The authorization forms shall be supplied by the UNION.

ARTICLE XVI

TRAVEL PAY

Travel pay will be paid in accordance with Appendix A and will be reviewed yearly by the Hanford Administrative Committee.

ARTICLE XVII

PAYMENT OF WAGES-CHECKING IN & OUT

Section 1. All employees covered by this AGREEMENT shall be paid weekly, by check on company time before the end of their regular shift, on Friday, unless failure to pay on such day is mutually considered to be beyond the reasonable control of the EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid on his last shift before the Holiday.

Section 2. Employees on the swing and graveyard shifts or on a special shift extending beyond the quitting time for the day shift shall be paid by not later than quitting time Thursday's shift. If an employee is discharged or laid off, he shall be paid in full provided he is present at the job or place where he is employed.. Employees who voluntarily terminate their employment shall be paid in full provided they give adequate, timely notice for good and sufficient reasons (normally considered at least eight (8) hours). At the written request of such employee, the EMPLOYER may mail his check to him on or before the next regular pay day. Payroll checks and stubs shall indicate company name, straight time and overtime hours and all itemized legal deductions.

Section 3. If an employee is not paid as herein provided, said employee must be paid an additional four (4) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment. When mailing checks the postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty.

Section 4. The EMPLOYER may withhold a reasonable amount of wages, not to exceed five (5) working days, to enable the EMPLOYER to prepare a payroll.

Section 5. All payments shall be assumed to be correct and any protest must be made within thirty (30) days.

Section 6. All employees will comply with a check-in check-out procedure to be established by the EMPLOYER.

Section 7. Each employee shall be individually responsible for personally checking-in and checking-out on a daily basis. Failure to comply with these conditions will be considered justifiable ground for termination.

ARTICLE XVIII

APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the EMPLOYER will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. The UNIONS and EMPLOYERS agree to the maximum possible use of apprentices, pre-apprentices, helpers, or other Subjourneymen classification as applicable to each craft to do work within their craft jurisdiction. The combined employment of non-journeymen classifications shall not exceed thirty-three and one third percent (33 1/3%) of the craft work force.

ARTICLE XIX

WELDER CERTIFICATION

When the EMPLOYER requests welders possessing specific certifications, the UNIONS shall, when available, refer welders possessing such current certifications regardless of their position on the out of work list. When reporting for work, the applicant shall have in his possession a current recognized certificate. If the job to be performed requires additional certification of any kind, the EMPLOYER shall pay for all expenses involved in such test including wages, and cost of test, and shall (after 30 days of employment or completion of the job) provide the employee and the UNION with a copy of the certification.

ARTICLE XX

GENERAL WORKING CONDITIONS

Section 1. Employment begins and ends at the job site.

Section 2. The selection of craft foremen and general foremen including the number of foremen required shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen the EMPLOYER will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the EMPLOYER may select such craft individuals from other areas. Foremen and general foremen shall take orders from the designated EMPLOYER representatives.

Section 3. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 4. The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of work starting and stopping times will be grounds for termination. Employees shall be at the place of work designated by the EMPLOYER at the starting time and shall remain at their place of work until quitting time except where the OWNER'S security and/or job requirements require employees to report to work or quit their work at different locations. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.

Section 5. There shall be no limit to the number of work classifications or pieces of equipment employees can work within their craft when qualified to perform the work.

Section 6. Local practices not a part of this AGREEMENT shall not be recognized.

Section 7. The UNION shall not coerce nor in any way interfere with the OWNER'S personnel, operation or facilities at the site. The OWNER'S right to contract directly with other companies for work at the site shall not be limited, and the UNION shall cooperate and not interfere with the EMPLOYER'S operations.

Section 8. The EMPLOYER shall determine the need for overtime and will have the specific right to assign employees to work overtime, including the use of partial crews. The EMPLOYER will designate when employees will work any and all overtime. If overtime is worked, the EMPLOYER will make a reasonable effort to distribute overtime on an equitable basis wherever practicable.

Section 9. There will be no rest period, organized coffee breaks or other non-working time established during working hours.

Section 10. Slowdowns/Featherbedding - Slowdowns, stand-by crews. and make-work practices shall not be tolerated. There will be no stand-by crews or personnel. Start-up, checkout, and operation of process equipment and systems is the responsibility of the EMPLOYER and the OWNER. Manpower requirements, startup and acceptance procedures for these operations will be determined by the EMPLOYER and OWNER.

Section 11. Seniority shall not be recognized or applied to employees working on the projects under this AGREEMENT. Continuing employment is contingent upon the skill, productivity and qualification of the employee.

Section 12. The EMPLOYER shall establish such reasonable project rules as the EMPLOYER deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the EMPLOYER, and may be amended thereafter as necessary. EMPLOYERS and the UNIONS agree to conform to all security regulations and requirements of the OWNER.

Section 13. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. These facilities shall be adequately heated and shall not be used for storing supplies, tools, or equipment that the facilities are rendered unsuitable for the intended use.

ARTICLE XXI

SAFETY AND HEALTH

Section 1. The EMPLOYER acknowledges their responsibility to

comply with all applicable laws, ordinances and regulations relating to safety and health. No employee will be required to perform any work in an unsafe manner or unsafe condition.

Section 2. The employees covered by the terms of this AGREEMENT shall at all times be bound by the safety rules and regulations as established by the EMPLOYER in accordance with the Department of Energy safety rules and regulations. Any employee's failure to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such program shall be cause for discharge.

Section 3. The UNIONS agree that all employees will be required to use all required safety equipment and all required protective clothing supplied by the EMPLOYER. Failure or refusal to use such protective equipment is cause for discharge.

Section 4. It will not be a violation of this AGREEMENT, when the EMPLOYER considers it is necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the EMPLOYER requests employees to standby, the employees will be compensated for the "standby" time. Employees shall not be discharged for refusing to work in the above described situations.

ARTICLE XXII

SECURITY OF MATERIAL. EQUIPMENT AND TOOLS

Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the EMPLOYER. The EMPLOYER will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the EMPLOYER upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the EMPLOYER by individuals of his choice. It is further agreed that the EMPLOYER may designate and operate centrally controlled tool rooms, warehouses, and storage areas, and that employees required for such operations will be at the EMPLOYER'S sole discretion. This article is not intended to alter traditional craft jurisdictional claims.

All employees will comply with the security procedures established by the EMPLOYER.

ARTICLE XXIII

JURISDICTIONAL DISPUTES

Section 1. The parties hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO, will be assigned and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional Disputes Board under the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1977 or any successor plan. All signatory contractors agree to be stipulated, to the procedures of the Impartial Jurisdictional Disputes Board for work performed under this AGREEMENT.

Section 2. In the event of any dispute as to jurisdiction of work covered by the terms of this AGREEMENT being claimed by UNIONS other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such disputes shall be referred to the International Unions involved, for determination by whatever procedure they may adopt and work shall proceed as assigned by the individual EMPLOYER until such determination by the International Unions. Any given jurisdictional determination shall be implemented immediately by the individual EMPLOYER involved.

Section 3. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

ARTICLE XXIV

GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this AGREEMENT, excluding questions of jurisdiction of work, which shall be adjusted pursuant to ARTICLE XXIII, Jurisdictional Disputes, said disputes shall be settled in accordance with the procedures set out herein. No such grievance shall be recognized unless called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER in writing or postmarked within ten (10) working days after the alleged violation was committed.

Employees must notify their UNION within three (3) working days of the alleged violation.

Section 2. Grievances shall be settled according to the following procedure:

Step 1: The written disputes shall be referred to the Representative of the UNION involved or his designated representative and the

EMPLOYER'S designated representative.

Step 2: In the event that the Representative of the UNION and the EMPLOYER'S designated representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the representative of the International Union and the designated representative of the EMPLOYER.

Step 3: In the event that the Representative of International Union and the EMPLOYER'S representative are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be adjusted by arbitration in the manner hereinafter set forth.

The EMPLOYER or his designated representative and the UNION shall then select an arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedures. The written decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this AGREEMENT. The expense of the impartial arbitrator shall be borne equally by the EMPLOYER and the UNION.

Step 4: The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE XXV

NO STRIKE/NO LOCKOUT

Section 1.

- (A) The UNIONS agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the EMPLOYER. Participation by an employee or group of employees, in an act violating the above provision will be cause for discharge by the EMPLOYER. If there is a strike, work stoppage, or picket line in violation of the AGREEMENT by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to man the project without interruption.

The EMPLOYER agrees that he will not lock out the UNION during the terms of this AGREEMENT.

- (B) The EMPLOYER may suspend a portion of the work or shutdown a project in the event of a slowdown by one or more UNIONS or partial or complete work stoppage by one or more UNIONS.

Section 2.

This 'No Strike-No Lockout' commitment is based upon the agreement of the parties to be bound by the grievance and arbitration procedures of this AGREEMENT.

ARTICLE XXVI

SAVINGS CLAUSE

This AGREEMENT is intended to be in conformity with all applicable rules and regulations including, but not limited to, Federal, State and local statutes or a decision by a court of competent jurisdiction. Should any conflict occur between any provision of this AGREEMENT and the terms of any of the above, subject provision shall become null and void and the EMPLOYER and the UNIONS will enter into negotiations to bring such a provision into conformance with the law, rule, or regulation. However, all other provisions of this AGREEMENT not in conflict with any of the above shall not be annulled or superseded and shall remain in full force and effect.

ARTICLE XXVIII

DURATION

THIS AGREEMENT shall be effective as of the 10 day of September, 1984 and shall continue from year to year thereafter unless the EMPLOYERS or the UNIONS give written notice to the other of a desire to amend this AGREEMENT. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of this AGREEMENT.

IN WITNESS THEREOF, the Parties hereto have executed this AGREEMENT this 10 day of September 1984.

EMPLOYER:

J.A. JONES CONSTRUCTION SERVICES
COMPANY

(Original signed by)

A. L. PURTILL
PRESIDENT

MORRISON-KNUDSEN COMPANY, INC.

(Original Signed By)

J. MARTIN BRENNAN
DIRECTOR OF INDUSTRIAL RELATIONS

UNION:

BUILDING AND CONSTRUCTION
TRADES AFL-CIO

(Original Signed By)

ROBERT A GEORGINE
PRESIDENT

(Original Signed By)

JOSEPH F. MALONEY
SECRETARY – TREASURER

AND ITS INTERNATIONAL
UNIONS

INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND
ASBESTOS 'WORKERS

s/ANDREW T. HASS

INTERNATIONAL BROTHERHOOD OF
OF BOILER- MAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS

s/HENRY GERTZ

INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTSMAN

s/JOHN T. JOYCE

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

s/PATRICK J. CAMPBELL

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

s/CHARLES H. PILLARD

INTERNATIONAL UNION OF OPERATING
ENGINEERS

s/J. C. TURNER

INTERNATIONAL ASSOCIATION OF
BRIDGE STRUCTURAL AND ORNAMENTAL
TEAMSTERS.
IRON WORKERS

s/JOHN H. LYONS

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA

s/ANGELO FOSCO

TILE, MARBLE, TERRAZZO,
FINISHERS AND SHOPMEN
INTERNATIONAL UNION

s/PASCAL DI JAMES

INTERNATIONAL BROTHERHOOD
PAINTERS AND ALLIED TRADES

s/WILLIAM A. DUVAL

OPERATIVE PLASTERERS' AND
CEMENT MASONS'
INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND
CANADA

s/MELVIN H. ROOTS

UNITED UNION OF ROOFERS,
WATER-PROOFERS AND ALLIED
WORKERS

s/CARLTON PENICK

SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

s/EDWARD J. CARLOUGH

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED
STATES AND CANADA

s/MARVIN J. BOEDE

INTERNATIONAL BROTHERHOOD
OF

CHAUFFEURS. WAREHOUSEMEN
AND HELPERS OF AMERICA

s/WELDON L. MATHIS

Travel Pay
Effective: 09/01/99

APPENDIX “A”

HANFORD DAILY TRAVEL PAY

Daily Travel Pay for Construction Crafts will be paid as follows:

| <u>Area</u> | <u>Daily pay</u> |
|-------------|------------------|
| 300 | \$10.00 |
| 400 | \$10.00 |
| 200 East | \$13.50 |
| 200 West | \$14.25 |
| 100 (All) | \$15.00 |

BRICKLAYERS
PAGE 1 OF 1
EFFECTIVE DATE: 09/04/00

BRICK AND ALLIED CRAFTS
APPENDIX A

WAGE RATES

09/04/00

Journeyman Bricklayer \$22.76

Foreman shall receive a minimum of \$1.00 over the hourly rate.

FRINGE PAYMENTS

09/04/00

| | |
|---|--------|
| Masonry Industry Trust (Health & Welfare) | \$3.35 |
| International Pension Trust | 1.00 |
| Northwest Pension Plan | 3.03 |
| Apprenticeship & Training | .28 |

APPRENTICE RATES

| Period | Percentage of <u>Journeyman Wage Rates</u> |
|---------------------------|---|
| 1 st 700 hours | 40% |
| 2 nd 700 hours | 55% |
| 3 rd 700 hours | 60% |
| 4 th 700 hours | 70% |
| 5 th 700 hours | 80% |
| 6 th 700 hours | 90% |

BOILERMAKERS**PAGE 1 OF 1****EFFECTIVE DATE: 09/04/00****BOILERMAKERS****APPENDIX A****WAGE RATES**

| | <u>09/04/00</u> | <u>10/01/00</u> |
|------------------------|-----------------------|-----------------------|
| General Foreman | Rate to be negotiated | Rate to be negotiated |
| Foreman | \$24.77 | \$25.01 |
| Assistant Foreman | 24.02 | 24.26 |
| Boilermaker/Blacksmith | 23.52 | 23.76 |

FRINGE PAYMENTS

| | <u>09/04/00</u> |
|-----------------------------------|-----------------|
| Health and Welfare | \$3.60 |
| Pensions (per hour) | 3.50 |
| Apprenticeship (per hour) | 0.40 |
| Vacation (per hour) | 2.00 |
| National Annuity Trust (per hour) | 2.25 |

APPRENTICE RATES

PERCENTAGE OF
JOURNEYMAN WAGE RATES

| <u>Period</u> | <u>Indentured After 09/02/96</u> |
|--------------------------|--------------------------------------|
| 1 st 6 months | 60% |
| 2 nd 6 months | 65% |
| 3 rd 6 months | 70% |
| 4 th 6 months | 75% |
| 5 th 6 months | 80% |
| 6 th 6 months | 85% |
| 7 th 6 months | 90% |
| 8 th 6 months | 95% |

CARPENTERS/MILLWRIGHTS/PILEDRIERS**PAGE 1 OF 2****EFFECTIVE DATE: 09/04/00****CARPENTERS/MILLWRIGHTS****APPENDIX A****WAGE RATE****CARPENTERS**

| | |
|----------------------------------|-----------------|
| <u>JOURNEYMAN CLASSIFICATION</u> | <u>09/04/00</u> |
|----------------------------------|-----------------|

| | |
|----------------------------|---------|
| Carpenter | \$22.83 |
| Sawfiler, Stationary Power | |
| Woodworking Tool Operator | 22.99 |

MILLWRIGHTS AND MACHINE ERECTORS

| | |
|-----------------------------------|-----------------|
| <u>JOURNEYMAN CLASSIFICATIONS</u> | <u>09/04/00</u> |
|-----------------------------------|-----------------|

| | |
|-------------------------------|---------|
| Millwrights & Machine Erector | \$23.94 |
|-------------------------------|---------|

PILEDRIERS

| | |
|-----------------------------------|-----------------|
| <u>JOURNEYMAN CLASSIFICATIONS</u> | <u>09/04/00</u> |
|-----------------------------------|-----------------|

| | |
|------------|---------|
| Piledriver | \$23.00 |
| Boom Man | 22.27 |

DIVERS

Base pay for Divers in water not to exceed fifty (50) feet shall be:

| <u>EFF. DATE</u> | <u>HOURLY</u> | <u>4 HOURS</u> | <u>8 HOURS</u> |
|------------------|---------------|----------------|----------------|
| 09/01/98 | 51.98 | 207.92 | 415.84 |

6/1/81: Divers only:

1. The rate to be computed using the formula of 2.45 times the Piledriver hourly base wage scale.
2. All other classifications to receive the same hourly rate as negotiated as applied to the Piledriver hourly wage scale.

CARPENTERS/MILLWRIGHTS/PILEDRIVERS

PAGE 2 OF 2

EFFECTIVE DATE: 06/01/00

The wage rate for TENDERS shall be:

CLASSIFICATION 09/01/98

| | |
|---------------|---------|
| Tenders | \$25.18 |
| Diving Master | 32.20 |

FOREMAN: Foreman shall receive \$1.60 per hour above the highest paid Journeyman wage classification working under him.

GENERAL FOREMAN: General Foreman shall receive \$1.00 per hour above the Foreman rate.

FRINGE PAYMENTS

06/01/00

| | |
|----------------------------------|--------|
| Health and Security | \$2.75 |
| Pension | 2.00 |
| Apprenticeship and Training | .45 |
| Vacation (deduct from net wages) | (.50) |
| Supplemental 80 & Out Pension | .50 |

APPRENTICE RATES

CARPENTERS

| | | | |
|---------------|------------------|----------------|-------------------|
| First Period | - 3 months - 60% | Fifth Period | - 6 months - 80% |
| Second Period | - 3 months - 65% | Sixth Period | - 6 months - 85% |
| Third Period | - 6 months - 70% | Seventh Period | - 6 months - 90% |
| Fourth Period | - 6 months - 75% | Eighth Period | - 12 months - 95% |

MILLWRIGHT & MACHINE ERECTOR

| | |
|-------------|--------------------------|
| First year | - 70% of Journeyman Rate |
| Second year | - 75% of Journeyman Rate |
| Third year | - 80% of Journeyman Rate |
| Fourth year | - 85% of Journeyman Rate |

CEMENT MASONS

PAGE 1 OF 2

EFFECTIVE DATE: 10/01/93

CEMENT MASONS APPENDIX A

CLASSIFICATIONS

GROUP I

- Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing
- All exposed aggregate finishing
- Setting of screeds, screed forms, curb & gutter & sidewalk forms
- Preparation of all concrete for caulking of the joints and the caulking of expansion joints
- Preparation of concrete for the application of hardners, sealers and curing compounds and their application
- Grouting and dry packing of machine base
- Removal of snap ties and she bolts prior to patching of concrete

GROUP II

- Power Troweling Machine Operator
- Troweling of magnesite, torganal, or material with epoxy bases of oxichloride base
- All Power Grinders, Bushing Hammer, Chipping Gun
- All sandblasting for architectural finishes and exposing of aggregate for finish
- Concrete Sawing and Cutting for expansion joints and scoring for decorative patterns
- Operating of Clary-type Floats, Longitudinal Floats, Rodding Machines and Belting Machines
- Scarifiers
- Working on scaffolds

CEMENT MASONS

PAGE 2 OF 2

EFFECTIVE DATE: 09/04/00

GROUP III

- Grinding, bushing or chipping of toxic materials or high density concrete
- Operating of power tools on a scaffold
-

WAGE RATES

09/04/00

| | |
|-----------|---------|
| GROUP I | \$21.82 |
| GROUP II | 22.44 |
| GROUP III | 22.95 |

FOREMAN: \$1.00 per hour above highest paid man on his crew.

GENERAL FOREMAN: To be paid \$.50 per hour above the highest paid Foreman working under him.

FRINGE PAYMENTS

06/01/00

| | |
|-------------------------|--------|
| Health and Security | \$2.96 |
| Pension | 2.25 |
| Training | .28 |
| Credit Union | (1.75) |
| (Deduct from net wages) | |

APPRENTICE RATES

Hours & Percentage

All Groups

1000 - 60%
1000 - 70%
1000 - 80%
1000 - 90%

ELECTRICIANS**PAGE 1 OF 2****EFFECTIVE DATE: 09/04/00****ELECTRICIANS****APPENDIX A****WAGE RATES**

| | <u>09/04/00</u> | <u>12/01/00</u> |
|---|-----------------|-----------------|
| General Foreman (20% above Journeyman) | \$32.77 | \$32.96 |
| Foreman (10% above Journeyman) | 30.04 | 30.22 |
| Journeyman Wireman | 27.31 | 27.47 |
| Journeyman Technician | 27.31 | 27.47 |
| Journeyman Wireman Welder (10% above Journeyman)* | 30.04 | 30.22 |
| Journeyman Wireman Cable Splicer (5% above Journeyman)** | 28.68 | 28.84 |
| Vacation allowance deduct 10% at option of Employee | | |

* Journeyman Wireman when Welding - Certified welding will be paid for at 10% above Journeyman Wireman rate for a certified Journeyman Wireman when welding for a minimum of 2 hours.

** Journeyman Wireman Cable Splicer - Cable splicing and stress cones by whatever method on voltage over 2300 volts will be paid for at the rate of 5% above Journeyman Wireman rate for a minimum of 2 hours.

FRINGE PAYMENTS

| | <u>09/04/00</u> |
|--|-----------------|
| Health and Welfare | *\$2.83 |
| Pension - National (NEBF 3%) | .82 |
| Pension Plans | ***3.80 |
| Apprentice Training | .30 |
| Vacation | 10% |
| (Deduct at Option of Employee, effective 09/01/99) | |

* Effective October 1, 1998

* * * There will be no contributions made for first year apprentices. The contributions commence in the first half of the second year, for those apprentices indentured after July 1, 1987.

ELECTRICIANS

PAGE 2 OF 2

EFFECTIVE DATE: 9/01/99

APPRENTICE RATES

APPRENTICES INDENTURED AFTER JUNE 1, 1999

0 - 1000 hours - 1st period - 45%
1000 - 2000 hours - 2nd period - 50%
2000 - 3500 hours - 3rd period - 55%
3500 - 5000hours - 4th period - 70%
5000 - 6500 hours - 5th period - 80%
6500 - 8000 hours - 6th period - 90%
8000+ hours with State License - 95%

APPRENTICES INDENTURED PRIOR TO JUNE 1, 1999

0 - 1000 hours - 1st period – 45%
1000 - 2000 hours - 2nd period - 50%
2000 - 3500 hours – 3rd period - 55%
3500 - 5000 hours - 4th period - 65%
5000 – 6500 hours - 5th period - 75%
6500 – 8000 hours - 6th period - 85%

INSULATORS

PAGE 1 OF 1

EFFECTIVE DATE: 09/04/00

INSULATORS APPENDIX A

WAGE RATES

09/04/00

Journeyman

\$25.69

Foreman - 10% above the Journeyman's base rate of pay

General Foreman - 20% above the Journeyman's base rate of pay

FRINGE PAYMENTS

| | <u>09/04/00</u> |
|--------------------------------|-----------------------------------|
| Pension | \$3.16 |
| Occupational Health | .07 |
| Health and Welfare | 3.11 |
| Apprenticeship | .12 |
| Credit Union (deduct employee) | 2.25 or 3.50 (option of employee) |

APPRENTICE RATES

- 1st year - 60% of Journeyman wage
- 2nd year - 70% of Journeyman wage
- 3rd year - 80% of Journeyman wage
- 4th year - 90% of Journeyman wage

IRON WORKERS

PAGE 1 OF 1

EFFECTIVE DATE: 09/04/00

IRON WORKERS

APPENDIX A

WAGE RATES

CLASSIFICATIONS

09/04/00

Structural Ironworkers,
Ornamental ironworkers,
Machinery Mover, Machine Erector,
Riggers, Signal Men,
Welders & Burners, Fence Erectors
Sheeters, Reinforcing Ironworkers

\$24.12

FOREMEN: \$1.50 per hour over Journeyman rate

GENERAL FOREMEN: \$2.50 per hour over Journeyman rate

FRINGE PAYMENTS

09/04/00

Health and Welfare
Pension
Apprenticeship
Annuity

\$3.35
3.35
.50
3.45

VACATION: Deduct from Net Wages - \$1.50 per hour

APPRENTICE RATES

09/01/99

*1st 6 months - 65% of Journeyman Ironworker Rates
*2nd 6 months - 70% of Journeyman Ironworker Rates
3rd 6 months - 75% of Journeyman Ironworker Rates
4th 6 months - 80% of Journeyman Ironworker Rates
5th 6 months - 90% of Journeyman Ironworker Rates
6th 6 months - 90% of Journeyman Ironworker Rates
7th 6 months - 95% of Journeyman Ironworker Rates
8th 6 months - 95% of Journeyman Ironworker Rates

*No pension or annuity

LABORERS
APPENDIX A

CLASSIFICATIONS

GROUP I

| | |
|--|-------------------------------------|
| Brush Hog Feeder | ⁵ Miner, Class "A" |
| Carpenter Tender | Nipper |
| Cement Handler | Riprap Man |
| ¹ Concrete Crewman | Sandblast Tailhoseman |
| Concrete Signal Man | Scaffold Erector, wood or steel |
| Crusher Feeder | Scaleman |
| ² Demolition | Stake Jumper |
| Dumpman | ⁴ Structural Mover |
| ³ Fence Erector | Tailhoseman (water nozzle) |
| Flagman | Timber Bucker & Faller (by Hand) |
| Form Cleaning Machine Feeder, Stacker | Track Laborer (RR) |
| General Laborer | Well-Point Man |
| Group Machine Header Tender | Window Cleaner |

¹**TO INCLUDE:** Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine,. Signaling, handling the nozzle of squeezeconcrete or similar machine - 6 inches or smaller.

²**TO INCLUDE:** Clean-up, burning, loading, wrecking and salvage of all material.

³**TO INCLUDE:** Guard rails, guide and reference posts, sign posts, and right-of-way markers.

⁴**TO INCLUDE:** Separating foundation, preparation, cribbing, shoring, jacking and unloading of

⁵**TO INCLUDE:** Bull Gang, Concrete Crewman, Dumpman and Pumpcrete Crewman, including distributing pipe, assembly & dismantle, and Nipper.

GROUP II

| | |
|---|--|
| Asphalt Raker | Pipelayer, multisection |
| Asphalt Roller, walking | Pot Tender |
| Cement Finisher Tender | Powderman Helper |
| Concrete Saw, walking | Power Buggy Operator |
| Demolition Torch | Power Tool Operator, gas, Electrical, pneumatic |
| Dope Pot Fireman, nonmechanical | Railroad Equipment, power Driven, <u>except</u> dual mobile |
| Driller Helper (when required Move & position machine) | Power spiker or puller |
| Form Setter, paving | |

LABORERS

PAGE 2 OF 4

EFFECTIVE DATE: 09/02/91

GROUP II (continued)

Grade Checker using Level
Optional

Jackhammer Operator

³Miner, Class "B"

¹Nozzleman

Nozzleman, water, air, or steam

Pavement Breaker, under 90 lbs.

Pipelay, corrugated metal
culvert

Railroad Power Spiker or
Puller, dual mobile

Rodder & Spreader

²Tamper

Trencher, Shawnee

Tugger Operator

Wagon Drills

Wheelbarrow, power driven

Water Pipe Liner

¹TO INCLUDE: Squeeze and Flow-crete nozzle.

²TO INCLUDE: Operation of Barco, Essex and similar tampers.

³TO INCLUDE: Brakeman, Finisher, Vibrator, and Form Setter.

GROUP III

Air Track Drill

Bit Grinder

¹Brush Machine

Caisson Worker, free air

Chain Saw Operator & Faller

²Concrete Stack

³Cunite

High Scaler

Hod Carrier

⁴Laser Beam Operator

⁷Miner, Class "C"

Monitor Operator, air track or
Similar mounting

Mortar Mixer

⁵Nozzleman

Pavement Breaker, 90 lbs. &
Over

⁶Pipelay

Pipewrapper

Vibrators, ALL

¹TO INCLUDE: Horizontal construction joint clean-up brush machine, power propelled.

²TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.

³TO INCLUDE: Operation of machine and nozzle.

⁴TO INCLUDE: Grade Checkers and elevation control.

⁵TO INCLUDE: Jet blasting nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle.

⁶TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper.

⁷TO INCLUDE: Miner, Nozzleman for concrete, and Laser Beam Operator on tunnels.

LABORERS**PAGE 3 OF 4****EFFECTIVE DATE: 09/01/99****GROUP IV**

Drills with dual masts

¹

Miner, Class "D"

Welder, electric, manual or automatic

¹**TO INCLUDE:** Raise and Shaft Miner, Laser Beam Operator on raises and shafts.**GROUP V:** Powderman**GROUP VI:** Sand Hogs**GROUP VII:** Hod Carriers**WAGE RATES**09/01/99

| | |
|------------------|---------|
| GROUP I | \$19.50 |
| GROUP II | 19.77 |
| GROUP III | 20.04 |
| GROUP IV | 20.32 |
| GROUP V | 20.88 |

GROUP VI: Sand Hogs (Under Compressed Air Conditions)

| <u>LBS.</u> | <u>HRS.</u> <u>WORK</u> | <u>OT</u> <u>DIV.</u> | <u>09/01/99</u> |
|-------------------------------|----------------------------|--------------------------|-----------------|
| 1-14 | 6 | 7-1/2 | \$169.92 |
| 14-28 | 6 | 7-1/2 | 174.85 |
| 18-25 | 4 | 7-1/2 | 175.13 |
| 18-22 | 6 | 10 | 196.99 |
| 22-26 | 4 | 7-1/2 | 179.45 |
| 26-32 | 4 | 7-1/2 | 182.07 |
| 32-38 | 3 | 7-1/2 | 185.03 |
| 38-44 | 2 | 7-1/2 | 186.44 |
| Outside Lock and Guage Tender | | | 161.41 |

LABORERS**PAGE 4 OF 4****EFFECTIVE DATE: 06/01/00****GROUP VII:** Hod Carriers \$20.19**FOREMAN:** \$1.00 above highest group supervised**GENERAL FOREMAN:** \$1.50 (\$.50 above the highest Foreman)**FRINGE PAYMENTS**

| | <u>06/01/00</u> |
|--------------------------------------|-----------------|
| Health and Security | \$2.96 |
| Pension | 1.50 |
| Training | .25 |
| LECET (Training Fund)* | .05 |
| Credit Union (deduct from net wages) | (1.00) |

*Effective 09/01/99

NEW ENTRANT TRAINING PROGRAM
(PERCENT COMPUTED ON GROUP I RATES)

| | | |
|---------|-----|--------------------------|
| Trainee | I | 0 to 750 hours - 60% |
| Trainee | II | 751 to 1500 hours - 70% |
| Trainee | III | 1501 to 2250 hours - 80% |
| Trainee | IV | 2251 to 3000 hours - 90% |

OPERATING ENGINEERS
APPENDIX A

CLASSIFICATIONS

GROUP I

Bit Grinders
Bolt Threading Machine
Compressors (under 2000 CFM, gas, diesel, or electric power)
Crusher Feeder (mechanical)
Deck Hand
Drillers Helper
Fireman & Heater Tender
Grade Checker
Helper, Mechanic or Welder, H.D.
Hydro-seeder, Mulcher, Nozzleman
Oiler
Oiler & Cable Tender, Mucking Machine
Pumpman
Rollers, all types on subgrade (farm type, Case, John Deere & similar, or Compacting Vibrator),
except when pulled by Dozer with operable blade
Steam Cleaner
Welding Machine

GROUP II

A-Frame Truck (single drum)
Assistant Refrigeration Plant (under 1000 ton)
Assistant Plant Operator, Fireman or Pugmixer (asphalt)
Bagley or Stationary Scraper
Belt Finishing Machine
Blower Operator (cement)
Cement Hog
Compressor (2000 CFM or over, 2 or more, gas, diesel, or electric power)
Concrete Saw (multiple cut)
Distributor Leverman
Ditch Witch or similar
Elevator Hoisting Materials
Dope Pots (power agitated)
Fork Lift or Lumber Stacker, Hydra-lift, and similar
Gin Trucks (pipeline)

OPERATING ENGINEERS
PAGE 2 OF 6
EFFECTIVE DATE: 09/02/91

GROUP II (continued)

Hoist, single drum
Loaders (bucket elevators and conveyors)
Longitudinal Float
Mixer (portable - concrete)
Pavement Breaker, Hydra-Hammer and similar
Power Broom
Railroad Ballast Regulation Operator (self-propelled)
Railroad Power Tamper Operator (self-propelled)
Railroad Tamper Jack Operator (self-propelled)
Spray Curing Machine (concrete)
Spreader Box (self-propelled)
Straddle Buggy (Ross and Similar on construction job only)
Tractor (Farm type R/T with attachments, except Backhoe)
Tugger Operator

GROUP III

A-Frame Truck (2 or more drums)
Assistant Refrigeration Plant & Chiller Operator (over 1000 ton)
Backfillers (Cleveland and similar)
Batch Plant & Wet Mix Operator, single unit (concrete)
Belt-Crete Conveyors with power pack or similar
Belt Loader (Kocal or similar)
Bend Machine
Bob Cat
Boring Machine (earth)
Boring Machine (rock under 8" bit) (Quarry Master, Joy, or similar)
Bump Cutter (Wayne, Saginaw, or similar)
Canal Lining Machine (concrete)
Chipper (without crane)
Cleaning and Doping Machine (pipeline)
Deck Engineer
Elevating Belt-type Loader (Euclid, Barber Green, and similar)
Elevating Grader-type Loader (Dumora, Adams, or similar)
Generator Plant Engineers (diesel, electric)
Guniting Combination Mixer and Compressor
Locomotive Engineer
Mixermobile
Posthole Auger or Punch
Pump (grout or jet)
Soil Stabilizer (P and H or similar)
Spreader Machine

OPERATING ENGINEERS
PAGE 3 OF 6
EFFECTIVE DATE: 09/02/91

Tractor (to D-6 or equivalent) and Traxcavator
Traverse Finish Machine
Turnhead Operator

GROUP IV

Blade Operator (motor patrol and attachments)
Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman and similar)
Curb Extruder (asphalt or concrete)
Drills (churn, core, calyx, or diamond)
Equipment Serviceman, Greaser, and Oiler
Hoist (2 or more drums or Tower Hoist)
Loaders (overhead and front-end, under 4 yds R/T)
Refrigeration Plant Engineers (under 1000 ton)
Rubber-tire Skidders (R/T with or without attachments)
Screed Operator
Surface Heater & Planer Machine
Trenching Machines (under 7 ft. depth capacity)
Turnhead (with re-screening)
Vacuum Drill (reverse circulation drill under 8" bit)

GROUP V

Drilling Equipment (8" bit & over) (Robbins, reverse circulation, and similar)
Hoe Ram
Paving (dual drum)
Railroad Track Liner Operator (self-propelled)
Refrigeration Plant Engineer (1000 tons and over)
Signalman (Whirleys, Highline, Hammerheads, or similar)

GROUP VI

Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen, and similar on grade wire)
Backhoe (under 1 yd)
Batch Plant (over 4 units)
Batch and Wet Mix Operator (multiple units, 2 and including 4)
Boat Operator
Cableway Controller (dispatcher)
Crane (25 tons and under)
Derricks and Stifflegs (under 65 tons)
Drill Doctor
Multiple Dozer Units with single blade
Paving Machine (asphalt and concrete)
Piledriving Engineers

OPERATING ENGINEERS
PAGE 4 OF 6
EFFECTIVE DATE: 09/02/91

GROUP VI (continued)

Rollerman (finishing pavement)
Trenching Machines (7 ft. depth and over)

GROUP VII

Asphalt Plant Operator
Backhoes (1 yd. to 3 yds.)
Blade (finish and bluetop) Automatic, CMII, ABC, & similar when used as automatic
Boom Cats (side)
Cableway Operators
Clamshell Operator (under 3 yds.)
Concrete Slip Form Paver
Cranes (over 25 tons, including 45 tons)
Crusher, Grizzle and Screening Plant Operator
Draglines (under 3 yds.)
Elevating Belt (holland type)
Gradeall (1 yd. to 3 yds.)
H. D. Mechanic
H. D. Welder
Loader Operator (front-end and overhead, 4 yds, including 8 yds.)
Mucking Machine
Quad-track or similar equipment
Rubber-tired Scrapers
Shovels (under 3 yds.)
Tractors (D-6 and equivalent and over)
Vactor Guzzler, Super Sucker
Concrete Cleaning/Decontamination Machine
Heavy Equipment Robotics Operator
Master Environmental Maintenance Technician
Ultra High Pressure Waterjet Cutting Tool System (30,000 psi)
Vacuum Blasting Machine Operator

GROUP VIII

Backhoes (3 yds. and over)
Cranes (over 45 tons, and ALL climbing, rail and tower)
Clamshell Operator (3 yds. and over)
Derricks and Stifflegs (65 tons and over)
Draglines (3 yds and over)
Loader (360 degrees revolving Koehring Scooper or similar)
Loaders (overhead and front-end, over 8 yds)
Helicopter Pilot
Shovels (3 yds. and over)
Whirleys & Hammerheads, ALL

OPERATING ENGINEERS
PAGE 5 OF 6
EFFECTIVE DATE: 09/04/00

GROUP IX

Transi-Lift

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft (radius):

130' to 200' - \$.30 hr. Additional to classification

Over 200' - \$.60 hr. Additional to classification

WAGE RATES

09/04/00

| | |
|------------|---------|
| Group I | \$21.31 |
| Group II | 21.63 |
| Group III | 22.24 |
| Group IV | 22.40 |
| Group V | 22.56 |
| Group VI | 22.84 |
| Group VII | 23.11 |
| Group VIII | 24.21 |
| Group IX | 25.55 |

FOREMAN: Shall be paid \$1.00 per hour over the scale of the highest scale supervised.

FRINGE PAYMENTS

06/01/00

| | |
|---------------------------|--------|
| Health and Welfare | \$2.90 |
| Pension | 2.50 |
| Apprenticeship & Training | .37 |

APPRENTICE RATES
(COMPUTED ON GROUP VI RATES)

BASE RATE: (Group VI)

65% 1000 Hours
70% 1000 Hours
75% 1000 Hours
80% 1000 Hours
85% 1000 Hours
90% 1000 Hours

PAINTERS**PAGE 1 OF 1****EFFECTIVE DATE: 09/04/00****PAINTERS
APPENDIX A****WAGE RATES**09/04/00

| | |
|---|---------|
| Journeyman Painters | \$19.50 |
| Taper Finishers | 20.28 |
| Spray Painters, Steel Painters, Steam Clean, Acid Etching, Sign Writers | 20.50 |

FOREMAN: Shall be paid an additional 10% over and above the average rate of pay of those Journeymen working under his supervision.

FRINGE PAYMENTS09/04/00

| | |
|--------------------|--------|
| Health and Welfare | \$2.05 |
| Pension | 1.90 |
| Apprenticeship | .22 |

District Council No. 54 Administration Fee check-off shall be 3% of the current Painters' basic wage, which is deducted from the wages, computed on actual hours worked.

APPRENTICE RATESPAINTING APPRENTICESTAPING APPRENTICES

| PERIOD | % OF JOURNEYMAN'S WAGES | PERIOD | % OF JOURNEYMAN'S WAGES |
|--------------------------|-------------------------------|--------------------------|-------------------------------|
| 1 st 6 months | 50% | 1 st 3 months | 50% |
| 2 nd 6 months | 55% | 2 nd 3 months | 60% |
| 3 rd 6 months | 60% | 3 rd 3 months | 75% |
| 4 th 6 months | 70% | 4 th 6 months | 85% |
| 5 th 6 months | 80% | 5 th 6 months | 90% |
| 6 th 6 months | 90% | 6 th 6 months | 95% |
| Thereafter | 100% | Thereafter | 100% |

PIPEFITTERS**PAGE 1 OF 2****EFFECTIVE DATE: 09/04/00****PIPEFITTERS****APPENDIX A****WAGE RATES**09/04/00

Basic Hourly Wage Rate

\$25.35

Vacation

3.00

Vacation pay shall be included in the basic rate for all computation of overtime, shift differential, working dues, or any rate of pay for all employees covered by this agreement.

FOREMAN: 10% above basic rate inclusive of vacation.

GENERAL FOREMAN: 20% above basic rate inclusive of vacation.

FRINGE PAYMENTS09/04/00

Health & Welfare

\$3.70

National Pension

2.00

State Pension

1.90

JATC*

.70

Supplemental Pension

2.55

* Includes \$.05 to International Training Fund, effective 06/21/99.

PIPEFITTERS**PAGE 2 OF 2****EFFECTIVE DATE: 09/01/99****APPRENTICE RATES**09/01/99

Apprentices shall be paid a percentage of Journeyman rate and receive fringe benefits as follows:

| <u>APPRENTICE TIME</u> | <u>PERCENTAGE</u> | <u>NATIONAL PENSION</u> | <u>VACATION & ALL OTHER FRINGES</u> |
|---------------------------|-------------------|-----------------------------|---|
| 1 st 6 months | 45% | 45% | 100% |
| 2 nd 6 months | 50% | 50% | 100% |
| 3 rd 6 months | 55% | 55% | 100% |
| 4 th 6 months | 60% | 60% | 100% |
| 5 th 6 months | 65% | 65% | 100% |
| 6 th 6 months | 70% | 70% | 100% |
| 7 th 6 months | 75% | 75% | 100% |
| 8 th 6 months | 80% | 80% | 100% |
| 9 th 6 months | 85% | 85% | 100% |
| 10 th 6 months | 85% | 85% | 100% |

ROOFERS**PAGE 1 OF 1****EFFECTIVE DATE: 09/04/00****ROOFERS, WATERPROOFERS, AND ALLIED WORKERS
APPENDIX A****WAGE RATES**09/04/00

Journeyman Roofer, Waterproofer, Kettleman

\$19.31

Foreman: 10% above Journeyman rate

FRINGE PAYMENTS09/01/99

Health and Security

\$2.90

National Pension

2.55

JATC

0.15

APPRENTICE RATES

| <u>Period</u> | <u>Percentage of Journeyman Wage Rates</u> |
|---------------------------|--|
| Pre-apprentice | 60% |
| 1 st 700 hours | 70% |
| 2 nd 700 hours | 75% |
| 3 rd 700 hours | 80% |
| 4 th 700 hours | 85% |
| 5 th 700 hours | 90% |
| 6 th 700 hours | 95% |

SHEET METAL
APPENDIX A

WAGE RATES

09/04/00

Journeyman \$25.39

FOREMAN: Journeyman Scale Plus 10%

GENERAL FOREMAN: Journeyman scale plus 20%

FRINGE PAYMENTS

JOURNEYMAN 09/04/00

| | |
|--|--------|
| Health and Welfare | \$2.54 |
| Northwest Pension | 2.71 |
| National Pension | 1.02 |
| Northwest Supplemental Plan ⁽¹⁾ | .68 |
| Local Training Fund | .26 |
| National Training Fund | .13 |
| Vacation (Deduct) | 1.02 |

APPRENTICE 09/04/00

| | |
|---|----------------|
| Health and Welfare | \$2.54 |
| Northwest Pension ⁽²⁾ | 2.71 |
| National Pension ⁽³⁾ | 1.02 |
| Northwest Supplemental Plan | ⁽³⁾ |
| Local Training Fund | .26 |
| National Training Fund | .13 |
| Apprentice Vacation (Deduct) ⁽⁴⁾ | .52 |

(1) Contributions for each hour worked: Foreman - \$.88, General Foreman - \$.95.

(2) No contributions to the local Pension Plan will be made by the Contractor for Sheet Metal Apprentices until such apprentice begins the first half of the fourth year (70%), at which time the Contractor will pay the above applicable rate of contribution.

(3) There will be no contributions for first-year apprentices. The contributions commence in the first half of the second year (50% of Journeyman contribution) for all such apprentices.

(4) No vacation will be deducted for apprentices until the beginning of the second year (50%), unless it is requested in writing.

SHEETMETAL

PAGE 2 OF 2

EFFECTIVE DATE: 06/01/90

APPRENTICE RATE

Effective 06/01/90

| | |
|---|-----|
| 1 st 6 months | 40% |
| 2 nd 6 months | 45% |
| 3 rd 6 months | 50% |
| 4 th 6 months | 55% |
| 5 th 6 months | 60% |
| 6 th 6 months | 65% |
| 7 th 6 months | 70% |
| 8 th 6 months | 75% |
| 9 th 6 months | 80% |
| 10 th 6 months | 85% |
| then to 100% on completion of apprenticeship | |

SPRINKLER FITTERS**PAGE 1 OF 1****EFFECTIVE DATE: 09/04/00****SPRINKLER FITTERS****APPENDIX A****WAGE RATES**09/04/00

Journeyman

\$24.20

Foreman: The rate of wage for Foreman shall be \$1.25 per hour above the Journeyman's rate.

FRINGE PAYMENTS9/04/00

| | |
|----------------------|--------|
| Health and Welfare | \$3.40 |
| National Pension | 2.35 |
| Local Training Fund | .20 |
| Supplemental Pension | 1.00 |

APPRENTICE RATES

All Apprentices shall be paid a progressive increasing rate of wage based upon the following schedule:

Percentage of
Journeyman Rate

| | |
|---------|-----|
| Class 1 | 45% |
| Class 2 | 50% |
| Class 3 | 55% |
| Class 4 | 60% |
| Class 5 | 65% |
| Class 6 | 70% |
| Class 7 | 75% |
| Class 8 | 80% |

TEAMSTERS**PAGE 1 OF 3****EFFECTIVE DATE: 09/01/98****TEAMSTERS****APPENDIX A****CLASSIFICATIONS****GROUP I**

Escort Driver or Pilot Car
Helper or Swamper
Pickup hauling employees or material

GROUP II

Ambulance Driver (when in operation)
Fish Truck
Flat Bed Truck, single rear axle
Fork Lift, 3,000 lbs. and under
Leverperson, loading trucks at bunkers
Seeder and Mulcher
Shop Mechanic
Stationary Fuel Operator
Team Driver
Tractor (small, rubber-tired, pulling trailer or similar equipment)
Trailer Mounted Hydro Seeder and Mulcher
Water Tank Truck, up to 1,800 gallons

GROUP III

Bus Driver or employee haul
Flat Bed Truck, dual rear axle
Power Boat hauling employees or material

GROUP IV

Buggy Mobile and similar
Bulk Cement Tanks and Spreader
Power Operated Sweeper
Straddle Carrier (Ross, Hyster, and similar)
Water Tank Truck: 0 - 4,000 gallons

GROUP V

Auto Crane: 2,000 lbs. capacity
Dumpton: 6 yds. and under
Flat Bed Truck with hydraulic system
Fork Lift: 3,001-16,000 lbs.
Fuel Truck Driver, Steam Cleaner, and Washer

TEAMSTERS**PAGE 2 OF 3****EFFECTIVE DATE: 09/01/98****GROUP V (continued)**

Rubber-tired Tunnel Jumbo
Scissors Truck
Slurry Truck Driver
Transit Mixers and Mixers hauling concrete: 3 yds. to and including 6 yds.
Wrecker and Tow Truck

GROUP VI

A-Frame
Service Greaser
Tireperson
Trucks, side, end, bottom, and articulated end dump: up to and including 12 yds.
Warehouseperson, to include shipping and receiving
Water Tank Truck, 4,001 - 8,000 gallons

GROUP VII

Dumps, semi-end
Flaherty Spreader Box Driver
Flowboys
Fork Lift, 16,000 lbs. and over
Lowboy, 50 tons and under
Mechanic, Field
Oil Distributor Driver (road, bootperson, leverperson, helper) and Oil Tank Driver
Self-loading Roll Off and Dumpster over 6 yds.
Semi-truck and Trailer, 50 tons and under Lowboy.
Stringer Truck (cable operated trailer)
Tractor with Steer Trailer(both Operators to receive same rate and not to conflict with DWs and, similar classification Group VI pulling trailer)
Transfer Truck and Trailer
Transit Mixers and Trucks Hauling Concrete: over 6 yds. to and including 20 yds.
Truck and Pup
Trucks, side, end, bottom, and articulated end dump: over 12 yds. to and incl. 100 yds.
Truck-mounted Crane (with load-bearing surface, either mounted or pulled) up to 14 tons
Turnarocker, DW's and similar, with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater
Vacuum Truck (super sucker, guzzler, etc.)
Water Tank Truck, 8,001 - 14,000 gallons

GROUP VIII

Helicopter Pilot, hauling employees or materials
Lowboy, over 50 tons
Prime Movers and Stinger Truck
Transit Mixers and Trucks hauling concrete, over 20 yds.
Trucks, side, end, bottom, and articulated end dump, over 100 yds.

TEAMSTERS**PAGE 3 OF 3****EFFECTIVE DATE: 09/04/00****WAGE RATES**

| <u>GROUP</u> | <u>09/04/00</u> |
|--------------|-----------------|
| I | \$18.23 |
| II | 20.50 |
| III | 20.54 |
| IV | 20.83 |
| V | 20.94 |
| VI | 21.11 |
| VII | 21.64 |
| VIII | 21.97 |

FOREMAN OR DISPATCHER: \$1.00 over highest scale supervised

Truck-tractor pulling 2 trailers: add \$.10 yardage scale (for second trailer)

Truck-tractor pulling 3 trailers: add \$.20 yardage scale (for second trailer)

Truck pulling Farm, Tilt, Drop, Utility and Pole Trailer,

except semi-trucks or Lowboys: add \$.15 over yardage scale

FRINGE PAYMENTS

| | <u>09/04/00</u> |
|--|-----------------|
| Health and Security | \$3.91 |
| Pension | 3.34 |
| Training | .25 |
| Program for Enhanced Early Retirement (P.E.E.R.) | .52 |

APPRENTICESHIP RATES

| | |
|-------------------|---------------------|
| 0 - 700 hours | 70% Journeyman Rate |
| 701 - 1400 hours | 80% Journeyman Rate |
| 1401 - 2100 hours | 90% Journeyman Rate |

APPENDIX "B"

(Sample)

Alternating 4 - 10 Hour Shifts (Two Shifts)

| | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. |
|-----------|------|------|-------|------|-------|------|------|
| 1stShift | A | A | A | A | B | B | B |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 2ndShift | C | C | C | C | D | D | D |
| 1stShift | B | A | A | A | A | B | B |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 2ndShift | D | C | C | C | C | D | D |
| 1st Shift | B | B | A | A | A | A | B |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 2ndShift | D | D | C | C | C | C | D |
| 1stShift | B | B | B | A | A | A | A |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2ndShift | D | D | D | C | C | C | C |
| 1st Shift | B | B | B | | | | |
| | 29 | 30 | 31 | | | | |
| 2nd Shift | D | D | D | | | | |

A and B - Day Shifts

C and D - Second Shifts

PLAN FOR NOTIFYING EMPLOYEES NOT TO REPORT TO WORK

The Hanford Administrative Committee, in accordance with Article XIII, Section 4., has determined that the following plan will be implemented by EMPLOYER for the purpose of notifying employees covered by the Hanford Site Stabilization Agreement not to report to work.

The EMPLOYER will cause an announcement to be made over local radio stations broadcasting within the Tri-Cities, Yakima, and areas at least two hours prior to the employees regular starting time advising them that construction operations are closed and that the EMPLOYER'S employees should not report to work.

A general announcement will be considered to apply to all employees of the EMPLOYER, and to all activities of the EMPLOYER, except those employees and/or activities which are specifically identified as not being affected by the announcement.

Further, employees will recognize and adhere to a similar announcement issued by OWNER, the U. S. Department of Energy, and will assume that such general announcements addressing the Hanford Site and/or Hanford employees will include employees of EMPLOYER.

The announcement will apply only to the shift immediately following the time of the announcement unless the announcement gives instructions to the contrary.

Every effort will be made by EMPLOYER (or OWNER) to get the announcement on the following radio stations:

TRI-CITIES

| | |
|-----------------|----------------|
| KALE – FM 95 | KONA – AM 610 |
| KZZK – FM 102.7 | KORD – AM 870 |
| KONA – FM 105.3 | KIOK – AM 960 |
| KHWK – FM 106.5 | KOTY – AM 1340 |

YAKIMA

| |
|---------------|
| KUTI - AM 980 |
| KIT - AM 1280 |

EMPLOYER COMPLIANCE AGREEMENT

AND

SIGNATURE SHEET

The undersigned Employer hereby acknowledges that he is in receipt of the **SITE STABILIZATION AGREEMENT FOR ALL CONSTRUCTION WORK FOR THE U.S. DEPARTMENT OF ENERGY AT THE HANFORD SITE** executed on September 10, 1984, between J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The undersigned Employer hereby agrees to be bound by and comply with all terms and conditions of the aforementioned Agreement, including its appendices, and any modifications thereto which are made by the parties to the Agreement from time to time.

BY:

NAME, TITLE

DATE

FOR:

EMPLOYER (COMPANY)

ADDRESS

TELEPHONE NUMBER